

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

**LEHMAN BROTHERS HOLDINGS INC., et al.,
Debtors.**

**Chapter 11
Case No. 08-13555 (SCC)
(Jointly Administered)**

**DECLARATION OF DR. THOMAS MARSONER IN SUPPORT OF THE
MOTION OF DR. THOMAS MARSONER TO DEEM PROOFS OF CLAIM
TO BE TIMELY FILED BY THE CLAIMS BAR DATE**

Pursuant to 28 U.S.C. § 1746, Dr. Thomas Marsoner, declares and says:

1. I submit this declaration in support of the Motion of Dr. Thomas Marsoner to Deem Proofs of Claim to Be Timely Filed By The Claims Bar Date (the “Motion”) filed concurrently herewith.

2. I am Dr. Thomas Marsoner (“Dr. Marsoner”), an investment banking advisor that graduated from Vienna University in 1982 with a Juris Doctorate, and from Columbia Business School in 1985 with a Masters of Business Administration. From 1985 to 1995, I worked at Salomon Brothers. I also previously worked full-time for Lehman Brothers (“Lehman”) from July 1995 to February 28, 2001. Lehman employed me as a Managing Director, Head of the Financial Institutions Group, and Head of Industry Groups in European Investment Banking.

3. From 2001 until September 2008, I served as a Senior Advisor to Lehman pursuant to agreements entered into between Lehman Brothers Europe Limited (“LBEL”) and myself in 2001, 2002, 2004, 2006 and 2007 (collectively the “Agreements”).

4. In my role as Senior Advisor, I advised Lehman on potential transactions and investment opportunities, with a focus on investments in Germany, Switzerland and Austria.

5. After the Agreements technically expired, including when I advised Lehman on the BAWAG acquisition by Cerberus, I continued working seamlessly as a Senior

Advisor and continued to receive payments from Lehman Brothers Holdings Inc. ("LBHI").

F1 Investment

6. My Formula One ("F1") expertise is based on my long-standing involvement with F1 and on high-level family connections that date all the way back to when I was a 10-year-old boy and I watched my uncle's best friend, Jochen Rindt, tragically win the 1970 F1 world championship after he died practicing for a F1 race that same year. Both my uncle and my father were later also involved in buying and selling 3-time F1 world champion Niki Lauda's (race) cars, and I was allowed to assist in both transactions. Having followed F1 closely in the ensuing years, I also invited Ruggero Magnoni, Vice Chairman of the Board of Lehman Brothers Inc. to the 1998 Monte Carlo Grand Prix, where Lehman's first talks with Bernie Ecclestone, F1's CEO and another close friend of the late Jochen Rindt, took place.

7. Lehman became an F1 shareholder in 2002 when it took over a stake held by German media company Kirch after it defaulted on a loan from Bayerische Landesbank, Lehman and JP Morgan ("JPM"). At the request of Vittorio Pignatti, the former head of European M&A and Vice Chairman of LBEL, I advised Lehman for the following years on its F1 investment, including on the threat of certain F1 racing teams breaking away to form the Grand Prix World Championship racing series.

8. In 2005, I advised Lehman in my role as Senior Advisor both in emails and in telephone conversations to continue Lehman's investment in F1, which service I explicitly provided in exchange for 10% of Lehman's revenues related to the transaction, as was customary under the Agreements. Lehman agreed both orally and by e-mail to this fee in exchange for my F1 advice. At the time I was unsure which Lehman entity would reinvest in F1. Because I have developed and built my F1 connections from a very young age, I was

able to provide Lehman with irreplaceable timely advice that they could not have obtained from another source.

9. At the same time, JPM, who I did not advise, exited most of its F1 position, and as a result it lost money on its F1 investment sold. The sole difference between the information JPM had that caused it to sell the vast majority of its F1 stake, and that Lehman had, was the advice I provided to Lehman.

BAWAG Acquisition

10. I later advised Lehman on Cerberus' acquisition of BAWAG, an Austrian Bank, from April 2006 to December 2006, for which LBHI paid me 20% of the investment banking revenues generated from the transaction, despite the fact that no formal agreement expressly covered the BAWAG transaction. My advisory services for this transaction were similar to the services I performed for Lehman related to the F1 reinvestment.

Bar Date Notice

11. My address at the time I completed my full-time employment with Lehman was 1 Airlie Gardens, London W8 6LP. I then moved to Austria full time from March 31, 2001 to April 15, 2002 and became a Senior Advisor to Lehman. Upon my part time return to the U.K., I purchased a home at 20 Earls Terrace, London W8 6LP.

12. My domicile and still current office address is Andreas Hofer Strasse 43, 6020 Innsbruck, Austria. This was my last known address to Lehman because it was the address listed on the final Agreement I entered into with LBEL in 2007.

13. The Moroccan Addresses (as defined in the Motion) listed for "Thomas Marsoner" on the Debtors' Affidavit of Service of the Bar Date Notice are in fact addresses located in the Republic of Malta, where I periodically stayed with a friend from 2002-2006.

14. The Montenegrin Address (as defined in the Motion) listed for “Thomas Marsoner” on the Debtors’ Affidavit of Service of the Bar Date Notice is in fact an address located in Mexico that I rented once for three weeks in 2006.

15. The Italian Address (as defined in the Motion) listed for “Thomas Marsoner” on the Debtors’ Affidavit of Service of the Bar Date Notice was the address of my father’s vacation home, used only occasionally over the summer which does not have a mail box for deliveries, and hence never receives mail.

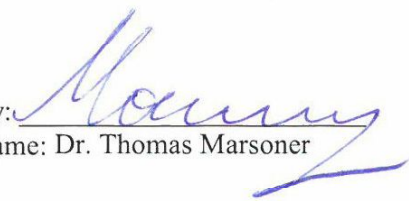
16. The London Address (as defined in the Motion) listed for “Marsoner, Thomas S” on the Debtors’ Affidavit of Service of the Bar Date Notice was Lehman’s address in London before it moved in 2002 to 25 Bank Street.

17. I did not receive notice of the Debtors’ Claims Bar Date either by mail, through my counsel of record in the U.K., or by any other delivery method at any of the addresses included in this Declaration.

18. Because I did not receive the Bar Date Notice, I was not aware that I had claims against LCPI or LBHI in addition to LBEL until June of 2014 when my U.K. Tax QC reviewed my settlement agreement with LBEL and pointed out to me that it applied to LBEL and the U.K. only. LBEL’s administrators had emphasized that they were only able to offer a relatively small settlement since the benefit of my advice had not accrued to LBEL but only to Lehman’s U.S. entities. Only at that point did I commence analyzing my position under U.S. law.

19. I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 29, 2014
Innsbruck, Austria

By: 
Name: Dr. Thomas Marsoner